MEMORANDUM OF UNDERSTANDING

BETWEEN

ラオス側実施機関

AND

日本側実施団体

ON

JAPANESE TECHNICAL COOPERATION

UNDER

JICA PARTNERSHIP PROGRAM

FOR

プロジェクト名

RECOGNIZING the need to promote and strengthen the friendly relations including the existing health cooperation between ラオス側実施機関 and 日本側実施団体 (hereinafter referred to individually as “the Party” and collectively as “the Parties”);

HAVE AGREED as follows:

**Article Ⅰ**

**OBJECTIVES**

The Parties shall, subject to their laws, rules, regulations and national policies, strengthen, facilitate, and promote cooperation and collaboration on health matters on the basis of equality and mutual benefit. This Memorandum of Understanding (hereinafter referred to as “the MOU”) shall provide the framework for the cooperation and collaboration which shall be implemented through the Plans of Action listed in ANNEX.

**Article Ⅱ**

**AREAS OF COOPERATION**

Subject to Article, the Parties shall take necessary steps to encourage, facilitate and promote cooperation and collaboration in the following areas:

1. Strengthening capacity building on ……………..
2. Development of human resources capable of ……………..
3. Other areas of cooperation as may be mutually determined

**Article Ⅲ**

**TYPES OF COOPERATION**

The cooperation under this MOU shall include:

1. Baseline survey of ……………..;
2. Human resource development, e.g.................;
3. Enlightenment workshops on ……………..;
4. Other types of cooperation as may be mutually determined.

**Article Ⅳ**

**ROLES AND RESPONSIBILITIES**

The organization responsible for the execution of the MOU shall be ラオス側実施機関 and 日本側実施団体. ラオス側実施機関 will take responsible for the Types of Cooperation No. 数字 and 数字 in the Article Ⅲ. 日本側実施団体 will take responsible for the Types of Cooperation No. 数字 and 数字 in the Article Ⅲ. The parties will take responsible for the Types of Cooperation No. 数字 and 数字 the Article Ⅲ.

**Article Ⅴ**

**IMPLEMENTATION**

The implementation of the areas of cooperation as specified under this MOU shall be guided by and in accordance with the Plans of Action to be mutually agreed upon by the Parties, Each Party shall be responsible for coordinating and implementing such activities and programs in its own country.

**Article Ⅵ**

**FINANCIAL　ARRANGEMENT**

The financial arrangement to cover expenses for the cooperative activities undertaken within the framework of this MOU shall be supported by Japan International Cooperation Agency (Hereinafter referred as JICA) with a total fund of the project budget 事業費概算額 JPY. (Annex 4). However, the amount of remittance is subject to change, which depends on negotiations with JICA.

**Article Ⅶ**

**SHARING OF RESEARCH FINDINGS**

Results of jointly-conducted researches and studies relating to the areas of cooperation as specified under this MOU and the benefits arising from them shall be shared between the Parties in a fair and equitable way in accordance with the provisions to be decided by the Parties.

**Article Ⅷ**

**PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

The intellectual property rights shall be protected in conformity with the respective national laws and regulations of the Parties and with the agreement to be concluded by the Parties.

The intellectual property rights in respect of any technological development carried out jointly by the Parties of research results through joint activities of the Parties shall be jointly owned and managed by the Parties in accordance with the provisions to be mutually agreed upon.

Notwithstanding anything contained in this Article, each Party shall own the intellectual property rights in respect of any research results, technological development, and any product and service development which were solely and separately developed by that Party.

**Article Ⅸ**

**SUSPENSION**

Each Party reserves the rights for reasons of national security, national interests, public order or public health to suspend temporarily, either in whole or in part, the implementation of this MOU which shall take effect immediately after written notification has been given to the other Party.

**Article Ⅹ**

**REVISION, MODIFICATION AND AMENDMENT**

Either Party may request in writing a revision, modification or amendment of all or any part of this MOU. Any revision, modification or amendment accepted by the Parties shall be in writing and shall form part of this MOU. Such revision or amendment shall come into effect on such date as shall be determined by the Parties. Any revision, modification or amendment shall not prejudice the benefits and commitments arising from or based on this MOU prior or up to the date of such revision, modification or amendment.

**Article XI**

**FORCE MAJEURE**

Neither party shall be liable to the other party for any delay or failure in the implementation under this MOU in the event that such delay or failure in the implementation arises from any cause beyond the reasonable control of the Parties affected (hereinafter called the “Force Majeure”).

The Force Majeure shall include, but not limited to acts or orders of governmental authorities, fire, flood, typhoon, tidal wave or earthquake, war (declared or not), rebellion, riots, strike, lockout, epidemic or pandemic (e.g. Covid-19).

**Article XII**

**CONSULTATION**

The Parties shall consult upon the request of either Party regarding any matter relating to the terms of this MOU and will endeavor jointly in a spirit of cooperation and mutual trust to resolve any difficulties and misunderstandings which may arise.

**Article XIII**

**DISPUTE SETTLEMENT**

Any dispute arising out of the interpretation, application, or implementation of the Memorandum of Understanding shall be settled amicably by consultation or negotiation between the Parties.

**Article XIV**

**EFFECTIVE DATE, DURATION AND TERMINATION**

This MOU shall be effective on the date of 日本側実施団体 making a contract with ラオス側実施機関 and shall remain effective for a period of プロジェクト実施年数 (算用数字) years.

The termination of this MOU shall not affect the implementation of ongoing activities and programs which have been agreed upon by the Parties prior to the date of the termination of this MOU.

lN WITNESS WHEREOF, the undersigned, being duly authorized thereto have signed this MOU.

Done on 署名日 (date, month, year) in duplicate in the Lao and English languages, all texts being equally authentic. ln case of any divergence of interpretation or implementation, the English text shall prevail.

FOR 日本側実施団体

役職名

Signature:…………………………….

Name:………………………………...

FOR ラオス側実施機関

役職名

Signature:…………………………….

Name:…………………………………

ANNEX:

1. Object of the Project
2. Human Resources for the Project
3. List of Equipment and/or Facility
4. Budget Detail of the Project

**ANNEX 1**

**Object of the Project**

**Expected outcome of the project is as follows:**

**1: ...........................................**

**2: ...........................................**

**3: ...........................................**

**ANNEX 2:**

**Human Resources for the Project**

1. **Local Staff**

The Project team will include national staff positions as follows:

* Field Coordinator – 1 person
* Field Officers – 4 Peoples (2 women, 2 men who can speak ethnic language of the project target group and be based in the project site).
* Administration and Financial officer – 1 person

1. **Foreign Staff**

The project will include foreign staff positions as follows:

* Long term:…………..person(s)

Full name of the person, title, 6months (estimated length of the stay), 2times (estimated number of trips)

* Short term:…………..person(s)

Full name of the person, title, 2weeks (estimated length of the stay), 4times (estimated number of trips)

**ANNEX 3**

**List of Equipment and/or Facility**

|  |  |  |  |
| --- | --- | --- | --- |
| No. | Name of Equipment and/or Facility | Quantity | Purpose/Usage |
| 1 |  |  |  |
| 2 |  |  |  |
|  |  |  |  |

* Equipment and/or Facility used under this project will be managed by 日本側実施団体. At the end of the project, all equipment and materials listed must be handed over to ラオス側実施機関.

**ANNEX 4**

**Budget Detail of the Project**

The total project budget is 事業費概算額 JYP supported by Japan International Cooperation Agency (JICA).

**Budget detail:**

|  |  |  |  |
| --- | --- | --- | --- |
| No. | Description | (USD) | % |
| **I** | **Activities** |  |  |
|  | Activity 1 |  |  |
|  | Activity 2 |  |  |
|  | Activity.... |  |  |
|  | Total (%) |  |  |
| **II** | **Personnel** |  |  |
|  | Local staff |  |  |
|  | International staff |  |  |
|  | International Short-Term Technical Support |  |  |
|  | Total (%) |  |  |
| **III** | **Vehicles and Equipment** |  |  |
|  | Total (%) |  |  |
| **IV** | **Administration** |  |  |
|  | Total (%) |  |  |
| Sub – total | |  |  |